

Assignee hereunder for such sum, and Assignor shall not be responsible at any time for the disposition or disbursement by said depository of all or any moneys received by it hereunder nor for any charge made by said depository. Depository shall have full power and authority in the name of Assignee and his and its heirs, administrators, successors and assigns and each of them, to collect and receipt for all sums payable from Assignor to Assignee hereunder and to settle all accounts and accounting hereunder.

4. Assignee shall pay one and seven-tenths per cent (1.7%) of the total amount of any and all taxes assessed upon the mineral rights in said land and of all severance, production and license taxes or other taxes or assessments levied or assessed on account of the production of oil or gas on or from said land, exclusive of any taxes upon the personal property of Assignor. Assignor shall have the right to deduct the amount of any such taxes payable by Assignee from any moneys due Assignee hereunder.

5. It is expressly agreed that Assignor does not intend to create and does not hereby create any joint interest or tenancy in common in any interest in said lease nor in the lands to which said lease pertains nor in the oil, gas or other hydrocarbons which may be produced therefrom.

Assignor, in its operations under said lease, shall have full discretion to conduct such operations in whatever manner it shall see fit without incurring any liability whatsoever to Assignee. Nothing herein contained shall be deemed to obligate Assignor to produce, save or sell or otherwise dispose of oil, gas or gasoline from said lands. Assignor may and is hereby irrevocably empowered to at any time and from time to time within twenty years from date hereof at its election, without any consent or participation by Assignee, unitize, pool or otherwise consolidate said land in whole or in part with other lands for such period of time as Assignor may designate as if they were included in a single oil and gas lease. In the event of any such unitization, pooling or consolidation, the sums payable by Assignor to Assignee under this agreement shall be computed and based upon the production allocated to the lands subject to said lease under the unitization, pooling or consolidation regardless of the actual production from said lands; the lands included in such unitization, pooling or consolidation and the allocation of production to any part thereof may be revised from time to time during such twenty-year period in the light of current information and upon any such revision, the sums payable by Assignor to Assignee under this agreement thereafter shall be computed and based upon the production then allocated to said land under the unitization, pooling or consolidation. Assignor may at any time during such twenty-year period, without the consent or participation of Assignee, terminate such unitization, pooling or consolidation.